

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

**MARY HOPE, Individually and on behalf  
of All Other Persons Similarly Situated,**

**Plaintiff,**

**V.**

**DEBT CHOICE, INC., LEXXIOM, INC.,  
THE INIGUEZ LAW FIRM, P.C.,  
and MIGUEL INIGUEZ,**

**Defendants.**

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**CASE NO. 2:11-cv-00189**

**INIGUEZ DEFENDANTS' APPENDIX OF EXHIBITS TO:  
MOTION TO DISMISS AND FOR JUDGMENT ON THE PLEADINGS; and  
ALTERNATIVE MOTION TO COMPEL ARBITRATION AND DISMISS OR  
STAY LITIGATION PROCEEDINGS**

**McCATHERN | MOOTY | GRINKE, LLP**

David W. Dodge

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## Arnold Shokouhi

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214-741-2662 – Telephone

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**ATTORNEYS FOR DEFENDANTS THE  
INIGUEZ LAW FIRM, P.C., and MIGUEL  
INIGUEZ**

**APPENDIX OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
<u>Exhibit 1:</u>	Declaration of Miguel Iniguez
<u>Tab "A":</u>	Legal Service Agreement between Mary Hope and The Iniguez Law Firm, P.C.
<u>Tab "B":</u>	Award of Arbitrator in <i>In the Matter of the Arbitration between Mary Hope v. The Iniguez Law Firm, P.C.</i> , No. 71 434 E 00715 10, before the American Arbitration Association
<u>Tab "C":</u>	Mary Hope Statement of Claim in <i>In the Matter of the Arbitration between Mary Hope v. The Iniguez Law Firm, P.C.</i> , No. 71 434 E 00715 10, before the American Arbitration Association

Dated: June 6, 2011.

Respectfully submitted,

**McCATHERN | MOOTY | GRINKE, L.L.P.**

By: /s/ David W. Dodge

David W. Dodge  
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**ATTORNEYS FOR DEFENDANTS THE  
INIGUEZ LAW FIRM, P.C., and MIGUEL  
INIGUEZ**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing pleading was filed with the Court on this 6th day of June, 2011, using the ECF system, and the Clerk of the Court has electronically served the Notice upon all parties registered to receive electronic notice in this case. No additional parties have appeared without registering to receive electronic notice.

**Via ECF**

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Bonner C. Walsh  
**WEINSTEIN LAW**  
518 East Tyler Street  
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/s/ David W. Dodge

David Dodge/Arnold Shokouhi

# **EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**


**MARY HOPE, Individually and on behalf  
of All Other Persons Similarly Situated,**

**Plaintiff,**

**V.**

**DEBT CHOICE, INC., LEXXIOM, INC.,  
THE INIGUEZ LAW FIRM, P.C.,  
and MIGUEL INIGUEZ,**

**Defendants.**



**CASE NO. 2:11-cv-00189**

## DECLARATION OF MIGUEL INIGUEZ

On this day, I, Miguel Iniguez, state and declare as follows:

1. My name is Miguel Iniguez. I am over the age of 18, of sound mind, and am fully capable of making this declaration. I have personal knowledge of the facts stated herein, and they are true and correct.

2. I am the President of The Iniguez Law Firm, P.C. (the “Firm”). In that capacity, I participated in *In the Matter of the Arbitration between Mary Hope v. The Iniguez Law Firm, P.C.*, No. 71 434 E 00715 10, before the American Arbitration Association (the “Arbitration”). I am familiar with the documents generated in the Arbitration, as well as the business practices and records maintained by the Firm.

3. The Firm is a California-based law firm that provides legal services to consumers who are having trouble dealing with their unsecured creditors. On April 1, 2009, Plaintiff Mary Hope (“Plaintiff”) engaged the Firm to negotiate with her unsecured creditors in an attempt to

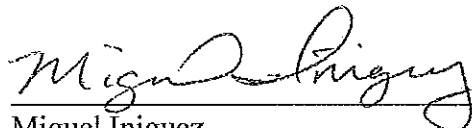
settle her debts. In connection with that engagement, Plaintiff executed the Legal Service Agreement, a true and correct copy of which is attached to this declaration as Tab "A".

4. Subsequently, Plaintiff initiated arbitration against the Firm alleging that the Firm did not meet the requirements to provide consumer debt consolidation services under Texas law, and had done nothing to assist her. Plaintiff asked the arbitrator to decide whether the LSA was void, its arbitration clause was enforceable, and an award refunding all the money paid the Firm and awarding her punitive damages. A true and correct copy of Plaintiff's Statement of Claim filed with the American Arbitration Association by her counsel is attached hereto as Tab "C".

5. The Firm and Plaintiff proceeded to arbitrate her claims on the merits, and on March 1, 2011, the arbitrator entered a final Award of Arbitrator on all claims submitted by Plaintiff for arbitration. A true and correct copy of the Award of Arbitrator is attached hereto as Tab "B".

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 6th day of June, 2011.

  
Miguel Iniguez

**TAB “A”**

## LEGAL SERVICE AGREEMENT

**A. IDENTIFICATION OF PARTIES:** This agreement is made by and between The Iniguez Law Firm, P.C. hereafter referred to as "Law Firm" or "Attorney", and the undersigned, hereafter referred to as "Client(s)."

**B. LEGAL SERVICES TO BE PROVIDED:** The legal services to be provided by Law Firm to Client are specifically limited to those described as follows:

Client is engaging Law Firm solely for the purpose of negotiating in an attempt to settle certain debts with those of Client's unsecured creditors that Client elects to include in this engagement, hereinafter "referred accounts". Both Client and Law Firm agree that no other legal services are included in this engagement, and that any future or additional legal representation requested of Law Firm by Client will be provided under a separate written Agreement, and only after Client has executed that Agreement.

**C. RESPONSIBILITIES OF LAW FIRM:** Law Firm shall perform the legal services called for under this agreement to the best of its abilities, keep Client reasonably informed of its progress and of developments, and respond promptly to Client's inquiries and communications. Law Firm reserves the right to remove, at any time and for any reason, any referred account from inclusion in this engagement. Law Firm will refund to Client any retainer fees received from Client for any such account.

**D. RESPONSIBILITIES OF CLIENT:** Client will be truthful and cooperative with Law Firm and keep Law Firm informed of any and all developments or communications from or regarding referred accounts. Client will promptly advise Law Firm of any change in Client's address, telephone numbers and whereabouts, and make all payments as specified in this Agreement on a timely basis. Client further agrees to promptly respond to any and all of Law Firm's requests for information or assistance as may be made during the course of this engagement.

**E. FEES:** As consideration for the services to be provided by Law Firm, Client agrees to pay all fees stated in this Agreement in accordance with the terms so specified. Client understands that Law Firm is not being retained on an hourly basis, and that this means that Law Firm will not place any portion of the retainer in a trust account and will use said retainer at its sole discretion. Client also understands that all fees are nonrefundable and that since Law Firm is not being retained on an hourly basis, Law Firm will not record or report to Client the amount of time Law Firm devotes to work on Client's matter.

The following fees are applicable and are due and payable by Client to Law Firm, but may be paid over time in accordance with the terms set forth herein below:

1. **RETAINER:** Client shall pay, upon employing Law Firm, a one-time fee equal to eight percent (8%) of the total amount due on referred accounts on the date the Law Firm is retained. This is a fee paid to Law Firm to secure Law Firm's services, and that no part of this fee will be paid to any of Client's creditors included in this engagement. The total amount of the retainer shall be \$678 (Initial Fee). Client and Law Firm agree that the amount of the retainer stated herein is based on the aggregate amount of the referred accounts as represented by Client to Law Firm and may be adjusted pending verification of the aggregate amount of referred accounts.

2. **SETTLEMENT FEE:** Client shall pay a contingency fee of thirty-three percent (33%) of the difference between the amount of a referred claim at the time of settlement and the settlement amount, when and if each such claim is settled. (For example, assume that at the time of Law Firm's engagement one of Client's accounts is claimed by the creditor to have a balance of \$800.00, but by the time it can be settled the account has grown to \$1,000.00, and Law Firm negotiates with creditor to settle the debt for \$500.00, then the fee with respect to that account would be 33% of \$500.00 or \$166.63.)

3. **OTHER FEES, CHARGES & EXPENSES:** Client shall pay and agrees and authorizes Law Firm to deduct all of the following fees from the Client's Settlement Deposit Account located at Bank of America.

(a) **MAINTENANCE FEE:** A monthly service fee of \$65.00 for the administration, management and reporting of Client's funds held by the Bank of America. This fee also covers the preparation and mailing to Client of detailed monthly account statements and the subscription fee to Law Firm's monthly newsletter.

(b) **ADDITIONAL FEE FOR ADDED ACCOUNTS:** A fee will be charged for any referred account Client elects to add under this engagement which was not included at the time this Agreement is executed. The fee for each additional account shall be the greater of ten percent (10%) of the account balance at the time added or \$25.00.

(c) **OVERNIGHT DELIVERY FEE:** A fee of \$15.00 may be charged to cover the cost of overnight or electronic delivery of settlement funds to a creditor.

**F. DISCLOSURES TO AND ACKNOWLEDGEMENTS BY CLIENT:** The Law Firm makes the following disclosures to you so that you may be as fully informed as possible prior to retaining its services. Likewise, it asks that you, by signing this agreement acknowledge that you have read and understand all the terms of this agreement, including these disclosures:



1. The Law Firm has attorneys licensed to practice law in the state of California. The Law Firm may not practice law in any other state, unless permitted to do so by the applicable laws of such other state. Any opinions expressed by the Law Firm are restricted to the laws of the state in which the Law Firm has licensed attorneys and Federal law and are expressed in light of the facts disclosed by Client at the time. The Law Firm has an associated attorney(s) licensed in your state of residence; his/her name is Kimberly Board. Should you need to consult with our associated attorney(s) in your other state, you may reach him/her by calling our Client Services telephone number (800) 868-8878, or by mail at P.O. Box 1046, Rancho Cucamonga, Ca. 91729-1046.
2. No guarantee of any kind can be made or has been made regarding the outcome or likely outcome of the representation undertaken, including but not limited to, the percentage or amount of any settlement that may be obtained, if any. While we may estimate the amount needed for settlement, and the time needed to settle accounts, if any settlement is reached, any such estimate is just that, an estimate, and no guarantee can or is made regarding same.
3. Law Firm is not a Consumer Credit Counseling, Debt Consolidator or other Credit Service organization and will not pay referred accounts on a monthly basis, will not hold all of your payments for payment to creditors, and will not hold your payments to be paid pursuant to a repayment plan except to the extent set out herein. Likewise, Law Firm is not a Debt Relief Agency and does not provide bankruptcy services. Law Firm's services as set out herein are not suitable for everyone and you should consider carefully the services provided by these other types of services and agencies in deciding whether the Law Firm's services are appropriate for you.
4. Creditors holding referred accounts need not negotiate with the Law Firm to resolve the account and may proceed to enforce the account as provided by the Client's agreement with the creditor and by applicable law including filing or continuing to prosecute suits or arbitration proceedings, garnishing wages, seizing Client's property and otherwise extending upon judgments or orders obtained and all other remedies provided to them under any agreement or applicable law.
5. Creditors holding referred accounts will accrue late fees, penalties, interest, and/or additional costs during the term of this engagement and interest rates on such accounts may increase substantially and may, and Client should assume will, report Client's account negatively to the various credit reporting agencies which will have an adverse effect on your credit rating and credit score.
6. The Law Firm applies all of Client's initial payments to the Retainer Fee until it is paid in full. Subsequent payments are placed in your special account at Bank of America for payment upon settlement of referred accounts. The funds in your special account may be withdrawn by you upon your written request at any time and for any reason. The monthly Maintenance Fee and other fees set out in paragraph E. 3 above are deducted from your account as and when due and available.
7. No loan is contemplated hereby and the Law Firm does not advance funds to Clients or creditors of Clients. Referred accounts are paid only once, and then only upon agreement with the referred account holder and the Client.
8. The amount needed for resolution of any referred account, and the length of time needed to negotiate such resolution, or to otherwise complete this engagement is not known to Law Firm. While each Client's situation is different, on average it takes a little over five years to resolve referred accounts.
9. To the extent that a favorable settlement may be reached with respect to a referred account, federal and/or state law may require you to treat the amount of cancelled debt as income for purposes of federal and/or state taxes.
10. In determining whether or not to enter into this agreement, Client should consider the totality of the fees charged by the Law Firm as well as the average time involved to reach any settlement.
11. Client acknowledges that Attorney does not carry errors and omissions insurance.

**G. AUTHORIZATIONS:** Client authorizes Law Firm to take all steps it deems to be appropriate in any matter, including negotiation, compromise, and settlement, including, but not limited to, the following:

1. To employ such accountants, investigators, experts, or other agents as Law Firm deems appropriate.
2. To obtain credit information by ordering credit reports or accessing Client's credit information directly from a credit repository database.
3. To send, deliver, transmit, or otherwise communicate with Client via any or all of the telephone, facsimile numbers, and electronic mail addresses Client has provided Law Firm for such purpose.
4. To issue checks, drafts, electronic deductions, or other debits against Client's Settlement Deposit Account located at Bank of America, including any and all deductions from said funds for the purpose of payment of fees due Law Firm under the terms of this Agreement.
5. To destroy all items of correspondence, account statements, demand letters, solicitations and any other mail, and other documents by shredding or some other secure process during the course of representation and the entire contents of Client's file upon the passing of thirty (30) days after the conclusion or termination of this engagement.

6. To make available to other attorney's employed by or serving as "of counsel" to the Law Firm in various states the Client's information and to request such counsel's assistance to the extent necessary.

#### **H. AGREEMENT TO ARBITRATE ALL DISPUTES; H. ARBITRATION TO RESOLVE DISPUTES;**

1. Arbitration: Subject to the provisions of the Limitation and Non-Severability section below, you have the right to compel us at your option, and we have the right to compel you at our option, to determine any individual Claim with a value of less than \$1 Million by arbitration. All other Claims will be resolved in court by a judge without a jury; except those brought in California state court, in which case such Claims will be determined by general reference to a referee under California Code of Civil Procedure (C.C.P.) Section 638. The arbitration, judicial reference or trial by a judge will take place on an individual basis without resort to any form of class or representative action.

2. NO CLASS ACTION; SUBJECT TO THE PROVISIONS OF THE LIMITATION AND NONSEVERABILITY SECTION BELOW, WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, YOU AND WE AGREE AND UNDERSTAND: (I) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY, AND (II) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS (HEREINAFTER REFERRED TO AS THE "CLASS ACTION WAIVER").

3. Definition of Claim: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement with us (including any renewals, extensions or modifications), except provisional or ancillary remedies from a court of competent jurisdiction, the exercise of which will not waive the right to arbitration or reference. Claim does not include any action that is brought in a small claims court or an equivalent court, provided that Claim does include any such action that is transferred, removed or appealed to a different court.

4. Arbitration and Judicial Reference: Arbitration is a method of resolving disputes in front of one or more neutral individuals. Instead of having a trial in court in front of a judge and/or jury. A case sent to judicial reference is also heard by a neutral individual (a "judicial referee"), but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The arbitrator or judicial referee, sitting alone without a jury, will decide all questions of law and fact. The arbitrator or judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us. If you and we are unable to agree, then you must choose one of the following Administrators within 10 days of our written notice that an agreement cannot be reached, in which case the arbitrator or referee will be selected in accordance with the Administrators' rules: American Arbitration Association ("AAA"), 335 Madison Avenue, New York, NY 10017, [www.aaa.org](http://www.aaa.org), (800) 778-7879 or National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, [www.naf-forum.com](http://www.naf-forum.com), (800) 474-2371. If you do not choose the Administrator on a timely basis, we will select the Administrator. In the event an Administrator refuses to or cannot hear any arbitration, then the arbitration will be handled by the alternative Administrator. If you do not choose the Administrator on a timely basis, we will select the Administrator. In the event an Administrator refuses to or cannot hear any arbitration, then the arbitration will be handled by the alternative Administrator.

5. Limitation and Non-Severability: Regardless of anything else in this Resolving Disputes section, the validity and effect of the Class Action Waiver may be determined only by a court or judicial referee and not by an arbitrator. You and we both acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then this agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

6. Governing Law for Arbitration: Subject to the provisions of the Limitation and Non-Severability section above, the arbitration of any matter involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"). Subject to the provisions of the Limitation and Non-Severability section above, the arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and may dismiss barred claims. Arbitrations will be governed by the rules of the Administrator to the extent those rules do not conflict with this Agreement. In addition, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable. Subject to the provisions of the Limitation and Non-Severability section above, the arbitrator will award all remedies available in an individual lawsuit under applicable substantive law. At

the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA.

7. Judicial reference will be governed by C.C.P. Section 638 et seq. and the judicial referee will determine all issues in accordance with California law and the California rules of evidence. The referee will be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of C.C.P. Sections 644(a) and 645. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

8. Trial by Judge without a Jury: A Claim that is not submitted to arbitration or judicial reference will be decided by a judge without a jury as permitted by law.

9. Rules of Interpretation: Except as provided in the Limitation and Non Severability section above, if any portion of this Resolving Disputes section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this section. In the event of a conflict or inconsistency between this Resolving Disputes section and other terms of the Agreement or the applicable rules of the Administrator, this Resolving Disputes section will govern. If there is any conflict between this Resolving Disputes section and any other dispute provision (whether it be for arbitration, reference or any other form of dispute resolution), this Resolving Disputes section will prevail for Claims arising out of this Agreement or the transaction(s) contemplated by this Agreement.

10. Jurisdiction and Venue: Any action or proceeding regarding your account or this Agreement must be brought in the state in which the Banking Center that maintains your account is located. You submit to the personal jurisdiction of that state, unless a Claim is submitted to arbitration and that location is not reasonably convenient for you, in which case you and we will attempt to agree on a location, and if unable to do so, then the location will be determined by the Administrator or Arbitrator.

#### **I. MISCELLANEOUS:**

1. This agreement shall be deemed to have been made in and will be governed by and construed under the laws of the California.
2. If any part of this agreement is held invalid or unenforceable by a court of competent jurisdiction or other legally authorized governing body, the remaining provisions shall continue in full force and effect.
3. Client agrees that Law Firm may, at its sole discretion, amend or modify any documents, fees, or procedures that comprise its services. Any such amendments or modifications shall become effective when written notice of it is mailed to Client.
4. With the exception of any contract attachments, Client and Law Firm agree that this document constitutes the entire agreement, and supersedes any prior agreement whether written or oral between the parties.

**J. EFFECTIVE DATE OF AGREEMENT:** The effective date of this agreement will be the date when the second party to do so execute it. This Agreement shall become void if not fully executed, and all required payments have been made, within ten (10) days from the date any signatures are applied.

**K. POWER OF ATTORNEY:** I, the undersigned, do hereby authorize The Inguez Law Firm, P.C., its employees, agents, representatives and/or assignees with full power and authority to act on my behalf with regard to all matters involving any and all of my creditors or claimants, and also specifically instruct the recipient hereof to disclose any and all information relating to my account, including but not limited to releasing personal, confidential financial information. This document shall also serve as authorization to fax to The Inguez Law Firm, P.C., its employees, agents, representatives and/or assignees any document(s) relating to my account.

The foregoing is agreed to by:

MARY HOPE

Print Name

Print Name

Mary Hope 4-1-09

Signature

Date

Signature

Date

**TAB “B”**

**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

In the Matter of the Arbitration between:

Re: 71 434 E 00715 10  
Mary Hope  
VS  
The Iniguez Law Firm, P.C.  
- Dallas, Texas

**AWARD OF ARBITRATOR**

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the Parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties (per the agreement of the Parties to proceed with these claims and defenses solely on a written submission and waiving all rights to an in-person hearing), do hereby, AWARD, as follows:

I find in favor of Claimant Mary Hope against Respondent The Iniguez Law Firm, P.C. as to all claims submitted in this arbitration.

The legal services contract between the parties is void because it was not signed by on behalf of the Respondent within ten (10) days after the contract was signed by Mary Hope and because it is an agreement for debt management service. Respondent is not a registered debt management service under Texas law.

Respondent's objections to the evidence are DENIED.

The administrative filing and case service fees of the AAA, totaling \$775.00, shall be borne as incurred. The fees and expenses of the arbitrator totaling \$750.00, shall be borne entirely by The Iniguez Law Firm, P.C.. Therefore, The Iniguez Law Firm, P.C. shall reimburse Mary Hope the sum of \$125.00, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by Mary Hope. The Claimant did not seek damages or attorney's fees in this arbitration and this AWARD does not address those claims which are reserved by the Claimant.

This AWARD is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

3-1-11  
Date

C. Michael Moore  
C. Michael Moore, Arbitrator

**TAB “C”**



# AMERICAN ARBITRATION ASSOCIATION SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES

## How to file a claim; consumers should:

- Fill out this form and retain one copy for your records.
- Mail two copies of this form and your check or money order made payable to the AAA, to the AAA Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee.
- Send a copy of this form to the business.

## How to file a claim; businesses should:

- Fill out this form and retain one copy for your records.
- Mail two copies of this form and your check or money order made payable to the AAA, to the AAA Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee.
- Send a copy of this form to the consumer by registered mail return receipt requested.

1 How is this claim being filed? Check only one.

☒ By request of the consumer (A copy of the arbitration agreement must be attached. A copy of this form must also be sent to the business)

☐ By request of the business (A copy of the arbitration agreement must be attached. A copy of this form must also be sent to the consumer by registered mail return receipt requested)

-or-

☐ By mutual agreement ("submission") of the parties (both parties must sign this form)

2 Briefly explain the dispute. This is a consumer debt matter. Ms. Hope sought to consolidate some of her consumer debt through the use of Debt Choice and The Iniguez Law Firm programs. They do not meet the requirements to do this type of business in Texas and have done nothing to assist Ms. Hope.

3 Do you believe there is any money owed to you? If yes, how much?

Yes. They owe me back all the money I have paid them, and they owe me punitive damages.

4 Is there any other outcome you want? ☒ Yes ☐ No

If yes, what is it? I want the arbitrator to decide if the contract I signed is void, and if the arbitration provision is enforceable.

5 Preferred hearing locale (if an in-person hearing is held) Henderson County, Texas

6 Fill in the following information

### Consumer

Name of Consumer Mary Hope

Address 13010 CR 2140

City/State/Zip Kemp, Texas 75143

Telephone Contact my representative

Fax Contact my representative

Signature of Consumer Bonner C. Walsh

Representative Bonner C. Walsh

Firm Weinstein Law

Address 518 East Tyler Street

City/State/Zip Athens, Texas 75751

Telephone 903/677-1508, ext. 210

Fax 903/677-3657

### Business

Debt Choice and

Name of Business The Iniguez Law Firm, P.C.

Address 1675 Scenic Ave, Ste. 250 (Debt Choice)

Address 10331 Downey Avenue (Iniguez Law Firm)

City/State/Zip Costa Mesa, CA 92626 (Debt Choice)

City/State/Zip Downey, CA 90241 (Iniguez Law Firm)

Telephone 800/721-5542 (Debt Choice)

Telephone 800/560-8570 (Iniguez Law Firm)

714/763-4533 (Debt Choice)

Fax Fax unknown for Iniguez Law Firm

Signature of Business \_\_\_\_\_

Representative \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_